



Order Filed on February 20, 2018
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Caption in compliance with D.N.J. LBR 9004-2(c)

Mester & Schwartz, P.C.
Jason Brett Schwartz, Esquire
Bar No. 4217
1333 Race Street
Philadelphia, PA 19107
(267) 909-9036

In Re:

MICHAEL LEINEEK

Debtor

Case No.: 13-31295-KCF

Judge: Kathryn C. Ferguson

**CONSENT ORDER MODIFYING STAY AS TO MOTOR VEHICLE
2009 VOLKSWAGEN JETTA**

The relief set forth on the following pages, number two (2) through four (4) is hereby
ORDERED.

DATED: February 20, 2018


Honorable Kathryn C. Ferguson
United States Bankruptcy Judge

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Debtor: Michael Leineek
Case No.: 13-31295-KCF
Caption of Order: Consent Order Modifying Stay as To Personal Property

1. The 11 U.S.C. § 362(a) Stay as to NCEP, LLC, its successors and/or assigns ("Movant"), with respect to the personal property of the Debtor described as a 2009 Volkswagen Jetta, V.I.N. 3VWRL71K19M129458, in accordance with the agreement of the Debtor and Movant, is hereby modified and shall remain in effect PROVIDED THAT Debtor complies with the following terms and conditions:

(a) To cure the remaining post-petition arrearage currently ripe, due and owing to Movant, Debtor will make payments to Movant as follow:

DATE PAYMENT DUE	ADEQUATE ASSURANCE PAYMENT	ARREARS	TOTAL
Immediately	\$0.00	\$4,526.14	\$4,526.14
03/01/18	\$0.00	\$565.77	\$565.77
04/01/18	\$0.00	\$565.77	\$565.77
05/01/18	\$0.00	\$565.77	\$565.77
06/01/18	\$0.00	\$565.77	\$565.77
07/01/18	\$0.00	\$565.77	\$565.77
08/01/18	\$0.00	\$565.77	\$565.77
09/01/18	\$0.00	\$565.76	\$565.76
10/01/18	\$0.00	\$565.76	\$565.76
Total	\$0.00	\$9,052.28	\$9,052.28

2. Debtor will remain current on all payments ripe, due and owing under the terms of the Chapter 13 Plan. Debtor will pay Movant as an administrative expense through the Chapter 13 Plan the sum of \$531.00 for attorney's fees and costs.

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Debtor: Michael Leineek

Case No.: 13-31295-KCF

Caption of Order: Consent Order Modifying Stay as To Personal Property

3. The term "payment" as set forth in Paragraph 1, *supra*, does not include a check that is returned due to insufficient funds, account closed, or is otherwise not capable of negotiation for any other reason.

4. Debtor will be in default under the Consent Order in the event that Debtor fails to comply with the payment terms and conditions set forth in Paragraph 1, *supra*. If Debtor fails to cure the default within thirty (30) days from the date of default, Movant may apply for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing a foreclosure sale of the motor vehicle without regard to any future conversion of this matter to a different form of bankruptcy.

5. In the event Debtor converts to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code, then Debtor shall pay all pre-petition arrears and post-petition arrears due and owing within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter. If Debtor fails to make payments in accordance with this paragraph, then Movant, through counsel, may file a Certification of Default setting forth said failure and Movant shall be granted immediate relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. § 362) and the Movant is then permitted to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing a foreclosure sale of the motor vehicle.

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Debtor: Michael Leineek
Case No.: 13-31295-KCF
Caption of Order: Consent Order Modifying Stay as To Personal Property

6. Debtor may default and cure the default under the Consent Order one (1) time. If Debtor defaults a second (2nd) time, Debtor will not be granted an opportunity to cure the default.


7. The failure of Movant to issue a notice of default will not be construed or act as a waiver of any of the rights of Movant under the Consent Order.

8. Debtor waives the fourteen (14) day stay provided under Rule 4001(a)(3), F.R.B.P.

We hereby consent to the form and entry of the foregoing Order.



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Capone and Keefe, PC
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Spring Lake Heights, NJ 07762
Attorney for Debtor



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Attorney for NCEP, LLC

Imaged Certificate of Notice Page 5 of 5

United States Bankruptcy Court
District of New JerseyIn re:
Michael Leineek
DebtorCase No. 13-31295-KCF
Chapter 13**CERTIFICATE OF NOTICE**

District/off: 0312-3

User: admin
Form ID: pdf903Page 1 of 1
Total Noticed: 1

Date Rcvd: Feb 21, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 23, 2018.

db Michael Leineek, 48 Agress Rd, Millstone Township, NJ 08535-1137

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 23, 2018

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 21, 2018 at the address(es) listed below:

Albert Russo docs@russotrustee.com
 Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com
 Albert Russo (NA) on behalf of Trustee Albert Russo docs@russotrustee.com
 Andrew L. Spivack on behalf of Creditor RESIDENTIAL CREDIT SOLUTIONS AS SERVICER FOR THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE, et.al. nj.bkecf@fedphe.com
 Andrew L. Spivack on behalf of Creditor RESIDENTIAL CREDIT SOLUTIONS LLC nj.bkecf@fedphe.com
 Denise E. Carlon on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWBMS INC., CHL MORTGAGE PASS-THROUGH TRUST 2006-17, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-17 bankruptcynotice@zuckergoldberg.com, bkgroup@kmlawgroup.com
 Denise E. Carlon on behalf of Creditor RESIDENTIAL CREDIT SOLUTIONS LLC dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
 Jason Brett Schwartz on behalf of Creditor NCEP, LLC jschwartz@mesterschwartz.com
 Jennifer R. Gorchow on behalf of Creditor RESIDENTIAL CREDIT SOLUTIONS AS SERVICER FOR THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE, et.al. nj.bkecf@fedphe.com
 John R. Morton, Jr. on behalf of Creditor Santander Consumer USA, Inc. ecfmail@mortoncraig.com, mortoncraigecf@gmail.com
 Joshua I. Goldman on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWBMS INC., CHL MORTGAGE PASS-THROUGH TRUST 2006-17, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-17 jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com
 Joshua I. Goldman on behalf of Creditor RESIDENTIAL CREDIT SOLUTIONS LLC jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com
 Marc C. Capone on behalf of Debtor Michael Leineek mcapone@caponeandkeefe.com, docs@caponeandkeefe.com

TOTAL: 13